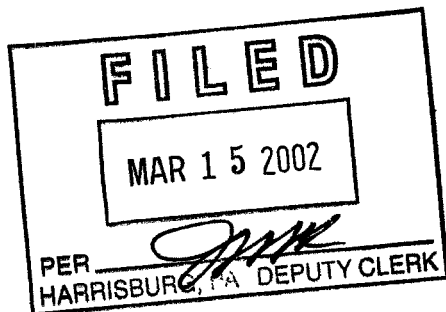


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(13)
3-18-02
SC



IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

Nancy Hall, individually and
as the Representative and
Administratrix of the Estate of
Tommy Hall, deceased, her husband,
Plaintiff

v.

Cuna Mutual Group, Cuna Mutual
Insurance Society,

Defendants

CIVIL ACTION - LAW

1:01-CV-1265

Judge Sylvia H. Rambo

APPENDIX TO
DEFENDANT CUNA MUTUAL INSURANCE SOCIETY'S
MOTION TO AMEND CAPTION OF THE CASE

Michael R. Kelley
Charles T. Young, Jr.
McNees Wallace & Nurick LLC
P.O. Box 1166
100 Pine Street
Harrisburg, PA 17108-1166
Phone: (717) 237-5322
Fax: (717) 237-5300

Dated: March 15, 2002

MAR-13-2002 16:17

CUNA LEGAL

6082382472 P.02/02

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

Nancy Hall, individually and as the	:	CIVIL ACTION - LAW
Representative and Administratrix of the	:	
Estate of Tommy Hall, deceased, her husband,	:	
Plaintiff	:	
	:	
v.	:	1:01-CV-1265
	:	
Cuna Mutual Group, Cuna Mutual Insurance	:	
Society,	:	
Defendants	:	Judge Sylvia H. Rambo

DECLARATION

I, Richard A. Fischer, hereby make the following declaration pursuant to 28 U.S.C. § 1746 (relating to unsworn declarations under penalty of perjury).

1. I am currently employed by CUNA Mutual Insurance Society as a Product Manager, Member Choice Payment Protection. In that capacity, I have the authority to make this Declaration on behalf of CUNA Mutual Insurance Society.

2. The term "CUNA Mutual Group" is a trademark, which is used in connection with CUNA Mutual Insurance Society and its subsidiaries.

3. "CUNA Mutual Group" is not a corporation, and it is not a recognized legal entity of any sort or variety.

I declare under penalty of perjury that the foregoing is true and correct.

CUNA Mutual Insurance Society

By Rich Fischer
Richard A. Fischer,
Product Manager, Member Choice
Payment Protection.

Executed: March 13, 2002



CUNA Mutual Insurance Society

P.O. Box 391 ■ 5910 Mineral Point Road
Madison, WI 53701-0391
Phone: 800/937-2644

CERTIFICATE OF INSURANCE

Group Mortgage Insurance Decreasing Term Life or Decreasing Term Life and Disability

Within 15 days after you receive this Certificate, you have the right to return the Certificate to the Policyholder for cancellation and any Monthly Insurance Charge paid by you or your Joint Insured Debtor will be immediately returned.

We certify that while We are paid the premiums for the Group Policy as they become due, that the Insured Debtor and/or Joint Insured Debtor are included for coverage marked in the Schedule, subject to the terms of the Group Policy.

DEFINITIONS

As used in this Certificate, these words have the following meaning:

HE, HIM, HIMSELF or HIS means also she, her, herself or hers.

INJURY means accidental bodily injury which causes the Insured Debtor or Joint Insured Debtor to become Totally Disabled while under the Policy and requires the regular care of a licensed physician other than himself.

INSURED DEBTOR means the Eligible Debtor No. 1 on the application for insurance and who is approved by Us for insurance under the Policy and pays the required Monthly Insurance Charges. The Insured Debtor is also referred to as "you" or "your" in this Certificate.

JOINT INSURED DEBTOR means the Eligible Debtor No. 2 on the application for insurance and who is approved by Us for insurance under the Policy and pays the required Monthly Insurance Charges. The Joint Insured Debtor is referred to as "Joint Insured Debtor" in this Certificate.

MONTHLY MORTGAGE PAYMENT means the normal scheduled monthly payment of principal and interest at the time of application for insurance.

SICKNESS means a disease or illness which causes the Insured Debtor or the Joint Insured Debtor to become Totally Disabled while insured under the Policy and requires the care of a licensed physician other than himself.

TOTAL DISABILITY during the first 12 consecutive months of Total Disability, Total Disability means that the Insured Debtor or Joint Insured Debtor is not able to perform the usual duties of his occupation because of a medically determined Sickness or Injury. After the first 12 consecutive months of Total Disability, the definition changes and requires that the Insured Debtor or Joint Insured Debtor not be able to perform the duties of any occupation for which he is reasonably qualified by education, training or experience.

RECURRENT DISABILITY means successive periods of Total Disability due to the same or related cause unless separated by a 6-month period of continuous full-time work in a gainful occupation.

YOU or YOUR means the Insured Debtor.

WE, US, OUR or THE SOCIETY means the CUNA Mutual Insurance Society of Madison, Wisconsin.

LIFE INSURANCE BENEFIT

We will pay a life insurance benefit, subject to the terms of the Policy, if you or your Joint Insured Debtor die while insured under the Policy. Upon receipt of proof of death of you or your Joint Insured Debtor (whichever occurs first), We will pay the Amount of Insurance Benefit to the Policyholder, to reduce or pay off the Mortgage Loan. Any excess benefits will be paid to the beneficiary named, if any, by you, otherwise to your estate. Payment will completely discharge Our liability to the extent of the amount paid.

AMOUNT OF INSURANCE BENEFIT. The Amount of Insurance Benefit will include accrued loan interest from the date of death to the last loan payment due date prior to death (not to exceed 30 days). It will not include any amounts of principal or other charges on the Mortgage Loan which are due and unpaid or delinquent. The Amount of Insurance Benefit will be calculated under one of the following:

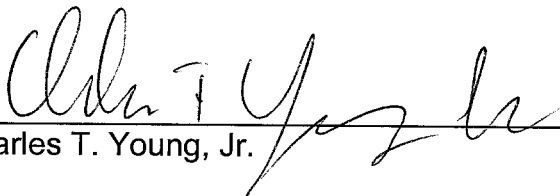
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CERTIFICATE OF SERVICE

I, Charles T. Young, Jr., hereby certify that on this 15th day of March, 2002, a true and correct copy of the foregoing Appendix to Defendant CUNA Mutual Insurance Society's Motion to Amend the Caption of the Case was served by U.S. First-Class mail, postage prepaid, upon the following:

Stephen R. Pedersen, Esquire
214 Senate Avenue, Suite 602
Camp Hill, PA 17011

Catherine Mahady-Smith, Esquire
3115-A N. Front Street
Harrisburg, PA 17110



Charles T. Young, Jr.
Counsel for Defendants